

**ALSTOM****FAX**

To: ~~Jon Christensen~~  
Intermountain Power Service Corp.

Fax: 435-864-6670  
cc:

Your Ref: Contract No. 04-45605  
Our Ref: GD70107  
Project: Unit #1 ID Fans Adjustable Speed Drive

Subject: Quotation for SIGMA Training Course

From: Steve Klein  
Project Manager

Tel: 412-967-7168  
Fax: 412-967-7668  
Email: Steve.klein@tde.alstom.com

Date: 14-Nov-03  
No. of Pgs.: 1 of ~~4~~ 5  
Comm. No: AP-IP-L-004

Jon,

Attached is our letter quoting the additional SIGMA Training Course requested during our kick-off meeting on October 15, 2003. I am not planning to mail the original letter unless you advise the need to have it.

Best Regards,



ALSTOM Power Conversion Inc.  
610 Epsilon Drive  
Pittsburgh, PA 15238-2880 USA  
Tel.: +1 (412) 967 0765  
Fax: +1 (412) 967 7660  
www.alstom.com

**IP7\_025996**



## Power Conversion

To: Mr. George W. Cross  
President and Chief Operating Officer  
Intermountain Power Service Corporation  
850 West Brush Wellman Road  
Delta, UT 84624-9546

From: Stephen P. Klein  
Project Manager

cc: Attention: Jon Christensen,  
Contract Administrator

Tel: 412 967-7168  
Fax: 412 967-7668  
Email: [Steve.klein@tde.alstom.com](mailto:Steve.klein@tde.alstom.com)

Your Ref: Contract No.: 04-45605  
Our Ref: GD70107

Date: November 13, 2003  
No. of 1 of 2

Project: Unit No. 1 ID Fans Adjustable Speed Drive

Pgs.:  
Comm. AP-IP-L-004  
No:

Subject: Quotation for SIGMA Training Course

Dear Jon:

Alstom is pleased to submit our quotation for the presentation of a SIGMA Syncdrive Training Course for Intermountain Power at Alstom's office in Pittsburgh. The course can accommodate a maximum of six (6) people and will be comprise four (4) days of training and includes course documentation and lunch each day. Travel, hotel, other meals and transportation expenses are excluded. Total cost for this training will be \$9,250.00. It is intended that this training would be conducted in late January 2004, immediately prior to witness testing.

This training is being offered in addition to the on-site training included as part of our existing contract. A typical syllabus will be forwarded next week for your information.

Also, the attached Standard Terms & Conditions for Courses of Instruction will apply in addition to our standard Terms & Conditions of Sale.

Please inform us as early as possible if you wish to proceed with this training, so that the time slot and necessary equipment can be reserved.

Let me know if you have any questions or desire additional information.

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Sincerely,

A handwritten signature in dark ink, appearing to read "Stephen P. Klein". The signature is fluid and cursive, with the first name "Stephen" and last name "Klein" clearly distinguishable.

Stephen P. Klein

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610 Epsilon Drive  
Pittsburgh, PA 15238

21 February, 2001  
(Form # KF40300 Rev. A)

## Terms and Conditions Relating to Courses of Instruction

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liability for any costs or expenses the Customer may incur thereby or which may arise therefrom. On such cancellation or postponement being made the Customer will have the option of either.

- a) Canceling the order for the training.
- b) Transferring his order to an equivalent later course if offered by ALSTOM (either for the same trainees or for substitute trainees) without extra charge.

### **Cancellation or Postponement by the Customer**

The Customer will be subject to a cancellation fee of 50% of the course fee plus time and expenses incurred if the course or any part of the course is delayed or rescheduled at the request of the Customer or for any reason attributed to the Customer without prior written notification of no less than five business days.

### **Documentation - Copyright**

The copyright in all documentation and lecture notes associated with the course vests in ALSTOM and no such material may be disclosed copied or published without prior written consent of ALSTOM.

### **Discipline**

Trainees attending a course will submit themselves to the authority of ALSTOM in respect of conduct and shall comply with the proper instructions of ALSTOM.

Whilst on the premises of ALSTOM trainees will at all times wear in a conspicuous position any badges or other means of identification issued to them by ALSTOM for such purposes.

Trainees will not enter any rooms workshops stores or other parts of the premises of ALSTOM other than those designated for the course use unless accompanied by a duly authorized representative of ALSTOM. Trainees will not remain on or enter the premises of ALSTOM except during authorized working hours.

ALSTOM reserves the right to dismiss any trainee from the course and remove him/her from the premises of ALSTOM for disregarding any of the provisions of these terms and conditions or for any other misbehavior without prior notice and without being required to justify the action of ALSTOM. No refund of fees shall be payable to the Customer in respect thereto.

### **Liability of ALSTOM for Loss Damage or Injury**

ALSTOM will indemnify the Customer against damage or injury to the property or personnel of the Customer or those of others to the extent caused directly by the negligent acts or omissions of ALSTOM or those of the agents or servants of ALSTOM occurring on the premises where the course is located in connection with or arising out of the course but not otherwise by making good such

damage or compensating personal injury provided that the total liability for damage to the property of the Customer or of the trainee if he/she is the Customer shall not exceed the value of the training order.

ALSTOM accepts no liability for supervision and safeguarding of personal property including motor vehicles brought by trainees to the grounds premises or car parks of ALSTOM such personal property is at the risk of the trainees.

ALSTOM will not be liable for any financial or consequential damages or losses or save as aforesaid for any loss damage or injury of any kind whatsoever.

IP7\_025999

**ALSTOM**

610 Epsilon Drive  
Pittsburgh, PA 15238

21 February, 2001  
(Form # KF40300 Rev. A)

**Terms and Conditions  
Relating to Courses of  
Instruction**

Page 1 of 2

The terms and conditions upon which ALSTOM Power Conversion Inc. ("ALSTOM") will provide the course of instruction ("the course") to the Customer shall be as follows.

**Basis of Agreement to Instruct Trainees**

An order for places on the course signed for and on behalf of the Customer must be received by ALSTOM within the period of validity of the quotation of ALSTOM.

**Course Fee**

Offer validity for a period of 30 days from the date of this proposal letter.

The course fee will include the following.

- a) All costs of registration.
- b) All costs of tuition.
- c) One set of course documentation for each trainee.

For such part of the course as is held at the premises of ALSTOM the course fee includes.

- a) Availability of any technical equipment machinery apparatus or test equipment used for the course.
- b) The provision of mid-day meals.
- c) Course stationary.

The fee for the course does not include any hotel or other living accommodation meals refreshment or travelling expenses to and from the course location nor any text books or technical literature other than that specified above.

**Location of the Course**

The course will be held at the location or locations as stated in the quotation of ALSTOM.

**Facilities Provided by the Customer**

Where the course or any part thereof is to be held on the premises belonging to or whose availability is arranged by the Customer then the Customer will provide the following facilities free of charge during the period thereof.

- a) The use of such part of the premises as is reasonably necessary and appropriate for the course.
- b) The use of training aids namely whiteboard or flipchart and overhead projector.
- c) Availability of any technical equipment machinery apparatus or test equipment as stated in the quotation of ALSTOM or otherwise agreed.
- d) The course stationery.

**Scope of the Course**

ALSTOM will make every reasonable endeavor to cover the subject of the course within the limits of the syllabus stated in the quotation of ALSTOM. ALSTOM can not guarantee to include any particular aspect of the subject nor to treat any item in a specified degree of detail.

ALSTOM endeavors to ensure that all information given is accurate and up to date but can accept no liability for any error or omission or for any financial or other loss arising therefrom.

Practical training will be included whenever possible subject to availability at the time of the necessary equipment.

**Standard of Training**

ALSTOM conducts no aptitude tests for trainees at the start of the course neither does it issue any certificate or award for merit on completion.

ALSTOM anticipates that trainees for the course will have sufficient basic technical and general knowledge to be able to profit from the tuition given and be aware of the technical characteristics of the equipment to which the course relates and safety regulations generally applying thereto.

**Course Language**

All tuition is given and all documentation is written in the English language.

By prior agreement with ALSTOM and subject to extra charge non-English speaking trainees may be accompanied by an interpreter.

**Failure of Trainee to Attend**

No refund of the fee of the course or any part thereof shall be payable by ALSTOM if a trainee fails for whatsoever reason to attend the whole or any part of the course.

**Cancellation or Postponement by ALSTOM**

ALSTOM reserves the right at the discretion of ALSTOM to cancel or postpone a course upon giving the Customer as much notice as is reasonable practical. ALSTOM accepts no